Segregation-1936

Colorado

Property of Denver Family Is Dynamited

DENVER.—(ANS)—The property of Mr. and Mrs. C. C. Martin, 555 E. Cornell avenue, was damaged by an explosion of dynamite believed to have been set off by neighbors who have demanded the family to move from the neighborhood.

A window was broken in one of the buildings on the lot. A second charge of five dynamite sticks placed near a barn failed to explode.

Police investigating the case said that the Martin family had been threatened recently by white neighbors.

Bomb Home Of Race Man While Family Sleeps

DENVER, Colo., May 1—A sensational tragedy was narrowly averted early last Tuesday morning when the home of C. C. Martin, prominent citizen, was bombed while he and his family were fast asleep.

The Martin home at 555 East Cornell street is just one block beyond the Englewood district which has been settled by a group of Southerners, principally from Tennessee. These white Southerners, it is alleged, have repeatedly threatened the lives and property of the Martin family.

Determined to fight it out, Mr. Martin refused to take the hint of the marshal of Englewood to vacate the premises. Following the bombing, investigation revealed that two piles of dynamite, of six sticks each, had been thrown near the garage but only one pile exploded.

Mr. Martin purchased the property direct from its former owner, Mr. McMillan, white. The Englewood insurance agents cancelled their insurance shortly after they moved to the premises. According to the latest dispatches, citizens of both races and the NAACP and the Interracial Commission have become aroused and are planning a thorough investigation of the case.

Alabama

Segregation-1936

Birmingham, Ala., Age-Herald
June 10. 1936

ZONING CHANGE IN ENSLEY IS VOTED

Portion Of Fourteenth Street Shifted To Residence Area

By a unanimous vote the City Commission Tuesday adopted an ordinance changing the zoning of Fourteenth Street, Ensley, from Avenue E to Alley F, from commercial to white residential use. This action was taken after a hearing at which J. M. Gillespy, attorney, made a protest and a group of residents urged the change.

Mr. Gillespy represented the First Federal Savings & Loan Association, formerly the Anchor Building & Loan Association, which owns a piece of property which was converted from white to Negro occupancy about May 1. He said the change would materially reduce the value of the property.

H. S. Meade and John J. Walker, real estate men; Mrs. Godfrey Steiner, president of the Moore School Parent-Teacher Association, and others protested the encroachment of Negroes in the area.

A hearing on a proposed change in the zoning of 35 feet on Twelfth Avenue, North, between Thirtieth and Thirty-First Streets, from residential to commercial use was postponed until next Tuesday on request of a number of residents.

NEGROES THREATENED; POLICE ACTION ASKED

Reporting that threats have been made against two Negro families planning to move during the day into houses recently occupied by whites, in the 3600 block of 18th-av, n, Louis Reese, Birmingham real estate man, today asked police to afford the Negroes adequate protection.

"Two white men have told the Negroes that if they moved in they would bomb the house," Mr. Reese wrote Police Chief Luther Hollums.

Mr. Reese said the block into which the Negroes are moving has recently been changed from white to Negro residential property, in accordance with the city zoning law.

All the white families except three already have vacated the property, Mr. Reese stated.

Segregation-1936

D.C.

SUITS SEEK TO SEGREGATE COLORED FROM WHITE DISTRICT

WASHINGTON, July 23.—(ANP)—Seeking to place a residence ban on Negroes in the 400 block of Columbus Road, Northwest, two suits were filed in District Supreme Court last week by white citizens.

The colored residents named in the suits are Mr. and Mrs. Augustus Bruce, 417 Columbia road, and Harry J. Robinson, 411 Columbia Road, who are both renting their houses. Mrs. Bruce is a teacher in the District public schools while her husband is a government worker.

Plaintiffs in the case are Mary J. Parker, 407 Columbia road; Mrs. Charles W. Ritter, 407 Columbia road, Mr. and Mrs. Charles E. Currier, 3012 Park Place, Northwest; Harriet Percilla Brady, 424 Irving street, and the Jerome S. Murray Co., which sold the property to Mr. Robinsonon May 13.

The plaintiffs in the case contend that white residents in the the block have a conventionet on their property which provides that it will not be rented or sold to colored. Harry Smith, owner of the house at 417 Columbia road, turned his house over the Capitol View Realty Company, a colored company, for rental. The realty company in turn rented the house to the Bruces, which apparently satisfied Smith.

The neighbors complain that Smith has broken his covenant and have had papers served on him requiring him to appear in court to show cause why he should not be restrained from renting his property to Negroes.

The Robinson house is owned by Adolph A. Monglitz, also a signer of the covenant. His wife, joint owner of the property, did not sign the covenant. Through Earl West Manson, real estate agent, the Manglitz's rented the house to the Robinsons, and the plaintiffs have made the same complaint.

No covenant exists on property on the other side of the street, and Negroes and whites are interpersed in houses throughout the block.

Since Mrs. Manglitz, part owner of the property, did not sign the covenant, attorneys hope to establish that the covenant is invalid as to the Manglitz home.

ATTEMPT TO FORCE RACE RESIDENT TO LEAVE DISTRICT

WASHINGTON, July 30.—The character of the entire neighborhood in the vicinity of the square bounded by the north side of Columbia Road, the east side of Warder Street, the south side of Irving Street, and the west side of Park Place, northwest, is rapidly changing.

That is one of the defenses interposed by Harry Smith, white, 1625 Fifteenth Street, northwest, and Augustus G. Bruce, 417 Columbia Road northwest, to the sit for a mandatory injnction to compel Bruce to vacate the Columbia Road premises.

File Answer

In their answer filed last Monday, the two defendants point out that a colored person has owned No. 430 Irving Street northwest for 10 years to the knowledge of all persons owning or occupying property in the square alleged to be covered by a restrictive covenant.

They also state that 15 other properties in the square, in which 417 Columbia Road northwest is situated, are now owned or occupied by colored persons.

They also assert that numerous properties situated in the immediate vicinity are now being offered for sale or rent to colored persons.

School Transferred

They point out that a public school in the nearby area, formerly attended by white children, was transferred to the colored divisions and is now attended by colored children.

The defendants deny that Mr. Smith, the owner of 417 Columbia Road northwest, is a party to any covenant prohibiting the sale or occupying of property to colored persons.

The suit was brought by Mrs. Mary J. Parker, 407 Columbia Road northwest; Mrs. Alice M. Farr, 415 Columbia Road northwest; Theodore Bodine, 1409 Shephard Street northwest; Charles E. Currier, 3012 Park Place northwest; Joseph F. Stibor, 3013 Warder Street northwest, and Mrs. Mary E. Pierpont, 440 Irving Street northwest.

It was the first of two suits filed in the United States District Court to oust colored occupants of property in the 400 block of Columbia Road northwest. The other suit is against Harry J. Robinson, Jr., purchaser of 411 Columbia Road northwest.

This suit as well as the one against Mr. Robinson was filed through Henry Gilligan, a lawyer and a member of the Board of Education.

Writes Objection

After the plaintiffs learned of the rental of the property at 417 Columbia Road northwest to Bruce, it is alleged that on June 27 Gilligan wrote Smith:

"I am reliably informed that you have allowed a Negro family to occupy the property at No. 417 Columbia Road, owned by you, despite the fact there are two covenants prohibiting such action. On behalf of my clients in that block I am writing to put you on notice that the presence of Negroes will not be tolerated, and I trust you will take the amicable course of having them vacate."

In a telephone conversation later with Gilligan, Smith would not agree to evict Bruce.

Both 411 and 417 Columbia Road northwest are in a row of 13 houses on the north side of Columbia Road.

L. M. Shinberg and M. Phillip Katz, attorneys, represent the defendants.

J. C. Residence Ban Is Honored

COLUMBIA ROAD TENANT AND OWNER ORDERED TO VACATE

WASHINGTON—

Occupants of premises at 411 and 417 Columbia Road, Northwest, were ordered by Justice Oscar R. Luhring in the United States District Court to vacate their homes pending determination of the suits to enjoin the sale or occupancy of these properties.

He signed the preliminary injunction in the case against Harry Smith, white, 1625 Fifteenth Street, Northwest, and Augustus G. Bruce, tenant of 417 Columbia Road, on July 23. The decree in the case of Harry J. Robinson, Jr., purchaser of No. 411, was signed on July 27.

Jim-Crow Covenant Honored

In both cases Justice Luhring ordered the defendants to comply with the covenant of record running with the property involved in the two suits, which prohibit sale to, or occupancy by, colored persons.

Both Bruce and Robinson were ordered to vacate their respective homes within ten days from the date on which the preliminary injunctions were signed, and were enjoined from occupying the houses while the litigation is pending.

Bond of the plaintiffs was fixed at $1,000 to secure the defendants against any damages they may suffer as a consequence of the preliminary injunctions.

Neighborhood Changing

The defense in the two suits is based on the contention that the character of the entire neighborhood is rapidly changing. Both houses are in a row of thirteen houses on the north side of Columbia Road.

The whole square bounded by the north side of Columbia Road, the east side of Warder Street, the south side of Irving Street and the west side of Park Place is alleged to be subject to a restrictive covenant.

Colored persons are said to own property at 430 Irving Street, Northwest, and fifteen other pieces of property in the immediate neighborhood of the Columbia Road property. A public school in the vicinity was transferred two years ago from the white to the colored divisions.

Purchasers Of Property Must LeavePremises

Judge Holds Square Was Restricted To White Tenants

Journal and Guide Bureau

WASHINGTON, D. C. — Occupants of premises at 411 and 417 Columbia Road, N.W., were ordered by Justice Oscar R. Luhring in the United States District Court to vacate their homes pending determination of the suits to enjoin the sale or occupancy of their properties.

He signed the preliminary injunction in the case against Harry Smith, white, 1625 Fifteenth St., N.W., and Augustus G. Bruce, tenant of 417 Columbia Road, N.W. on July 23. He signed the decree in the case of Harry J. Robinson, Jr., purchaser of 411 Columbia Road, N.W., on July 27.

LAW IS CITED

In both cases he ordered the defendants to comply with the covenant of record running with the property involved in the two suits, which prohibit sale to or occupancy by colored persons.

He ordered both Bruce and Robinson to vacate their respective homes within 10 days from the date on which the preliminary injunctions were signed. He also enjoined them from occupying the house while the litigation is pending. He fixed bond of the plaintiffs at $1,000 to secure the defendants against any damages they may suffer as a consequence of the preliminary injunctions.

The defense in the two suits is based on the contention that the character of the entire neighborhood is rapidly changing. Both houses are in a row of 13 houses on the north side of Columbia Road.

BLOCK RESTRICTED

The whole square bounded by the north side of Columbia Road, the east side of Warder St., the north side of Irving St., and the west side of Park Place is alleged to be subject to a restrictive covenant.

Colored persons are said to own property at No. 430 Irving St., N. W. Fifteen other pieces of property in the immediate neighborhood of the Columbia road property are said to be owned by colored persons. A public school in the vicinity was transferred two years ago from the white to the colored divisions.

After Smith had rented the premises 417 Columbia road to Bruce, Henry E. Gilligan, lawyer for the plaintiffs and a member of the Board of Education, sought to have Smith evict Bruce. Smith would not agree to evict his tenant.

REALTOR JOINS FIGHT

The Jerome S. Murray Company, Inc., which sold 411 Columbia road N.W., to Robinson, joined in the suit as a party plaintiff to compel the purchaser to vacate. It conveyed the property to him on May 12. Robinson moved in on June 27.

The company claims that the contract of sale provided that the sale would be called off if it was found that the property was subject to a restrictive covenant.

Gillian advised the company of the covenant running with the property and he also tried to persuade Robinson not to move into the house.

The plaintiffs in the Smith-Bruce case are Mary J. Parker, Alice M. Farr, Theodore Bodine, Charles E. Currier, Joseph F. Stibor, and Mary E. Pierpont.

In the Robinson case they are Mary J. Parker, Mr. and Mrs. Charles W. Fritter, Mr. and Mrs. Charles E. Currier, Harriett Percilla Brady, and the Jerome S. Murray Company, Inc.

Indiana

Segregation - 1936

K.K.K. LETTER THREATENS MINISTER BUYING INDIANA FARM

Lexington, Ky., Oct. 2.- The Reverend William H. Brown, rector of St. Andrew's Episcopal church here, has received a threatening letter signed "KKK" from Moore's Hill, Indiana because he has purchased a farm in the vicinity of that town.

Mr. Brown is a World War veteran and in June received his bonus money. He decided to invest a portion of it in a farm for his family and, after investigation, completed negotiations for a piece of property in Indiana.

During the transaction with real estate agents and others Mr. Brown voluntarily brought up the question of color so that he would be assured of peace for his family. There was no indication from anyone concerned that a colored family would have any trouble in that section of Indiana. However, two days after the deal was completed, Mr. Brown received the following letter, printed in capital letters by hand:

"MR. BROWN.

"I AM TAKING TIME TO DROP YOU A FEW LINES, AS I UNDERSTAND YOU ARE DEALING FOR A PIECE OF PROPERTY NEAR MOORE'S HILL, IND. I WOULD LIKE TO LET YOU KNOW BEFORE IT'S TOO LATE THAT THERE ARE NO OTHER COLORED FOLKS IN THIS COMUNITY AND I THINK THIS WILL NOT BE A DESIRABLE PLACE FOR YOU AND YOUR FAMILY AS THE FEELING IS RUNNING VERY HIGH SINCE THE NEWS HAS COME OUT THAT YOU WERE COMING INTO OUR COMUNITY. I WOULD ADVISE YOU FOR YOUR OWN BENEFIT TO NOT BUY PROPERTY HERE.

"YOURS TRULY

"K.K.K."

Mr. Brown has been an active worker for and supporter of the N.A.A.C.P. and has communicated with Walter White, national secretary in New York, who in turn has placed the matter before Governor Paul V. McNutt of Indiana, the two Indiana senators, and all the representatives of the state in Congress. Mr. White's letter to Governor McNutt declares:

"We are taking the liberty of requesting you as Governor of the State to take such action as lies in your power in investigating and bringing to justice under the laws of the State of Indiana the persons responsible for these threats, and to protect to the fullest extent of the law Mr. Brown in his rights, as a citizen, and as a soldier who fought for democracy."

Segregation-1936

Kansas.

PROTEST SALE OF PROPERTY TO NEGROES

White Larned, Kas., Grocer In 'Hot Water' Over Negotiation

LARNED, Kas. — (CPS) —The sale of property in a white neighborhood to Mrs. Vena Fox, prominent Negro citizen here, was thwarted by opposition of whites and resulted in the filing of a suit against Ward Andrews, white grocer, who owned the property.

Mrs. Fox entered a contract on March 27 with Andrews to purchase for $1,200 two lots and a five-room modern house on South Main street. She paid Andrews $15 to bind the sale with the agreement that she would pay the remaining $1,185 on April 1.

The property is in a neighborhood occupied by white families with the exception of one Negro family, that of John Caro, on Alberta street about a block and a half away.

Protest to Mayor

When whites in the neighborhood learned of the proposed sale, protests were made immediately to both Andrews and to the mayor. The mayor is said to have advised Fox to cancel the deal to avoid race conflict.

A Mr. Artz, who handled the deal, disagreed with this method of solution, demanding that the sale be allowed to stand, and saying that he intended to collect his commission. He filed suit against Andrews for his commission but his case has not yet been heard.

Meanwhile Mrs. Fox had a postal savings money order for $1,185 prepared for Andrews the day before the sale was to have been consumated, but when she learned of the friction wrought by the deal she agreed to cancel the negotiations.

Later when Andrews and Artz could not agree on the payment of commission and following the filing of the suit, Andrews prevailed upon Mrs. Fox to go ahead with her purchase but Mrs. Fox declined.

She now is negotiating for other property.

Artz plans to go ahead with his suit to get his commission and the return of Mrs. Fox's $15 initial payment.

Dr. Jno. M. Gill Wins Right To Purchase Home

White Property Owners' Covenant Is Invalid

The much publicized case in Wyandotte County District Court, Division Four, involving the sale of property to Dr. John M. Gill, was brought to an end Wednesday noon at 12:31 o'clock when Judge Charles A. Miller rendered a decision denying the injunction brought by the plaintiffs.

The plaintiffs were a group of white property owners in what is called the Florence Place addition in Kansas City, Kansas. The action was based upon a covenant between the white property owners which was entered into in June, 1924 and was to remain in force until June 15, 1939. The covenant in question stipulated that there was not to be conveyance of any interest in property in the Florence Place addition, that it should not be sold, conveyed, rented or leased to any person having Negro blood or of African descent. 2120 Tremont; D. H. Dahlin, 2205 Tremont; Mrs. Mazie Long, E. J. Long, 2116 Tremont; Anna Moline, 2130 Tremont; D. H. Dahlin, 2220o North Seventh; Mr. and Mrs. Armitage, 2207 N. Seventh; Mr. and Mrs. G. W. Hull, 2103 N. Seventh; Mr. and Mrs. Neisler, 2115 Tremont; Mr. and Mrs. M. Goodman, 2056 Tremont; George Bender, Mrs. Bender, 2048 Tremont; Mr. and Mrs. E. H Hays, 2054 Tremont; Mr. and Mrs. T. A. Pearson, 2043 Tremont; Mr. and Mrs. M. H. Freeman, 2045 Tremont; Mr. and Mrs. Abbot, 2104-2100 Tremont: Frank T Trampash, 2117 Tremont.

Defendants named in the petition to the court were: Margaret A. Coffin, Dr. Ben F. Coffin, 2130 State street, and Dr. John M. Gill, prominent physician, 610 Parallel avenue.

The plaintiffs were represented by Attorney D. V. Downs, while the defendants were represented by Attorneys William E. Carson (white) and William H. Towers.

The case occupied the court for two and one-half days and was bitterly contested by both sides. The plaintiffs placed fourteen witnesses on the witness stand while the defendants presented testimony by five witnesses.

The white covenanters claim they were merely seeking what they were entitled to under the provisions of the covenant. The defendants through their attorneys and by testimony claimed they had every reason to believe the covenant had long ago served its purpose, and that further enforcements of its provisions worked a hardship upon the owner, Dr. Coffin, who sought to sell to Dr. Gill.

Dr. Gill, the physician who was named as one of the defendants, entered into an agreement with Dr. Coffin, the white physician and present owner of a six-room home, 2049 N. Tremont, which is a part of the Florence Place addition which is specifically described as lot 4 of block 5 in said Florence place. Dr. Gill had made the down payment asked by Dr. Coffin and testified he had gone to considerable expenses to repair the home which was not in the condition he wished to have it. Dr. Coffin testified that the property was on the border line between white and Negro people and as such was not desirable for rent or sale to white people but was desirable for both purposes to Negro citiezns. He was corroborated and substantiated by all defense witnesses who took the witness stand on this point and it had considerable bearing in the matter of the decision rendered. It was shown that the complexion of the entire neighborhood had very materially changed as relates to the race identity of the persons who now live there as compared with even five or ten years ago.

Carson, an eminent white attorney, proved a master at marshaling evidence to prove the unfairness worked upon Negro citizens who seek to move into better homes as well as to white clients who may wish to rent, lease or sell to Negro citizens. Referring to the testimony of one white plaintiff witness, Carson said, "If white people can live with Negro citizens at their back door—with nothing but a narrow alley separating them—for a period of seven, eight or nine years and not be harmed in the least by such proximity, it certainly seems but reasonable to say they certainly will not be damaged in the least by having such an upstanding, high class gentleman like Dr. John M. Gill and his family living next door by their side."

Atty. Towers ably assisted Carson and made the concluding summation plea to the court just before the decision was rendered Wednesday noon at 12:31 o'clock.

KANSAS WHITES LOSE PLEA TO JIM CROW RACE

Court Invalidates Rule Restricting District

KANSAS CITY, Kans., July 17—A covenant between residents of a district of the city here known as Florence Place addition stipulating that property within the area was not be sold, leased, rented or otherwise made available to members of the Race was invalidated by a decision handed down by Judge Charles A. Miller in Wyandotte County District Court, division four, last week.

As a result of the decision which came after a lengthy and at times bitter court battle, Dr. Ben F. Coffin, white, will be permitted to dispose of a piece of property at 2049 North Tremont Place, to Dr. John M. Gill.

Injunction Denied

An injunction sought by the covenanters to prevent the transaction was denied on the grounds that the understanding has outlived its usefulness and violates the rights of individuals as citizens.

Attorney William E. Carson, white and Attorney William H. Towers, who represented Drs. Gill and Coffin, pointed out to the court the inconsistency of the contentions of the covenanters.

"If white people can live with Negro citizens at their back doors—with nothing but a narrow alley separating them—for a period of from seven to nine years and not be harmed in the least by the proximity, it certainly seems but reasonable to say they will not be damaged or their property values impaired in the least by such a high class gentleman as Dr. Gill and his family living next door by their side."

It was pointed out that Race citizens are living on the fringes of Florence place with but an alley between them.

The covenant was entered into by the residents of Florence Place addition in June, 1924, when Race citizens were not living within miles of the area. Fear that Race citizens would invade the new community led to the drawing up of the jim crow agreement.

The failure of the agreement to stand up under the court test was regarded as significant by members of the Race here who have long been forced by such covenants to live in restricted areas which are invariably run down.

Maryland.

Segregation - 1936

Cleric Sued by Ofay Residents

Afro-American 12-5-36

BALTIMORE. – A suit requesting an injunction to prevent a colored family from permanently occupying the property at 2227 Barclay Street was filed in the circuit court against the Rev. Edward Meade, on Friday by M. Estelle Dennistone and Mary J. Becker, both white, home owners in that neighborhood.

The action is based on an agreement allegedly signed by a group of white property owners of the 2200 block Barclay Street. The covenant agreed not to rent or lease any property in the block to any persons of African descent nor could any colored persons occupy any homes other than as servants.

White Owner Cited

Frank Berman, white, named a co-defendant, is the owner of 2227 Barclay Street, and is said to have rented the house to the Rev. Mr. Meade and his family. It was learned, the petition declares, that a plan has been made for the minister to purchase the property.

Jurist Signs Order

Judge Eli Frank signed an order requiring the Rev. Mr. Meade and Berman to show cause before December 1, why the request for an injunction should not be made permanent. W. A. C. Hughes, Jr., attorney for the minister indicated that an answer will be filed on Tuesday (today) and that the action will be contested.

Records according to the petition show that the Barclay Street property was sold to Berman by Florus Barry who had purchased it from Annie M. Francis and Mary V. Tighe, signers of the agreement to bar colored persons from purchasing or occupying property in the Barclay Street block.

It was pointed out that the agreement is still in force and that its operation has not been affected in any way by a majority of the signers. None of the houses within the bounds of the agreement have heretofore been occupied by a colored person, the petition states.

A contract of sale shows that the Rev. Mr. Meade agreed on October 22, to purchase the house and made a down payment of $150. The agreement under a conditional contract of sale states that he is to pay $28.25 on the thirtieth of each month. The property is subject to a $65 annual ground rent.

One Home Stoned

Several months ago, Mrs. Ethel Shells purchased property at Barclay and Twenty-third Streets which is in the same block. The house, was stoned on three occasions, and several windows broken. The property it was learned, was not affected by the agreement as the original owner had not signed.

The stoning was investigated by offiffcers of the Northern district and a policeman detailed to watch the house. When efforts to prevent the colored persons from occupying the property failed, the attacks were discontinued, it was learned.

A similar agreement was contested by Dr. Arthur M. Curtis in Washington more than a decade ago. The physician, who was represented by former Judge James A. Cobb, contended that the agreement was in violation of the Fourteenth Amendment.

The District Court of Appeals ruled that it was not a violation of the constitution, as it was not a restriction set by any State or city but the action of individual citizens who had the right to enter into such an agreement.

Segregation - 1936

Missouri.

Colored Tenants Driven From N. Jefferson Ave.

Mr. and Mrs. Jenkins White and their 9-year-old son were driven out of a house into which they had just moved at 1804 N. Jefferson avenue, between Madison and North Market streets. They moved in Saturday morning. Bricks were hurled through two 16 by 36 inch window glass panes in the front of the house at 10:15 p. m., Saturday. Sunday morning they moved out.

The Whites moved in the rather old four-family brick flat after they had been offered the place by the Kostrean Realty Co., for which White has worked a long time. All the neighbors were white. Mrs White said she heard someone say "We don't want any black neighbors around here."

RESIDENTIAL SEGREGATION CASE IS WON

Whites Fail in Attempt to Oust Carl Johnson From His Home

A decision by Judge Ben Terte Thursday, Nov. 19, declared unenforceable a 15-year-old covenant by which white neighbors sought to force Attorney and Mrs. Carl R. Johnson from their home at 2602 Tracy avenue.

In this case, Negroes have won a signal victory against residential segregation in this city. The case was vitally important, because on it hinged the question whether the Negroes' natural outlet for homes would be cut off by court proceedings.

The hearing in the case was held on September 14 in Judge Terte's division of the circuit court. The judge took the case under advisement, reserving his opinion until yesterday.

Since October, 1935, Attorney and Mrs. Johnson have lived at 2602 Tracy avenue, which property they purchased from Eva M. Perkins, white, now a resident of Kansas City, Kas.

They were the first Negroes to move into the 2600 block on Tracy avenue although Dr. and Mrs. W. H. Bruce have lived on the south side of Twenty-sixth street between Tracy and Forest avenue for years.

It was Dr. Bruce's purchase of the property at 1215 East Twenty-sixth street which inspired the adoption of the covenant, the defendants brought out.

Since the Johnsons moved into the Tracy avenue residence several Negroes have purchased property in the 2600 block on Tracy.

Intimidation Fails

Shortly after the attorney and his wife, the former Miss Carrie B. Long, a teacher in the public school system for 14 years, moved into the Tracy avenue property, several white neighbors sought to force them to move because of a covenant signed in May, 1921, restricting the west side of Tracy avenue between Twenty-sixth and Twenty-seventh streets to white residents only.

Failing to intimidate the Johnsons, some of the white residents resorted to court action, filing a petition in equity in January, 1936.

The plaintiffs named in the petition are Jesse L. Porter, who owns a vacant lot on the west side of Tracy between Twenty-sixth and Twenty-seventh; Johanna Frank, 2634 Tracy avenue; Hiram M. Box and his wife, Clara V. Box, 2626 Tracy avenue; Georgiana R. Shiner, Charles R. Dresse, 2620 Tracy avenue; Fred A. Richardson, 2628 Tracy avenue; James J. Whalen and wife, Rose Whalen, 2608 Tracy avenue; C. W. Schmidt and his wife, Marie Schmidt, 2606 Tracy avenue.

The petition named Carl R. Johnson and Carrie L. Johnson as defendants.

The defense attorneys, L. Amasa Knox and Charles H. Calloway, introduced testimony, however showing that some of the plaintiffs, Fred Richardson, and Mr and Mrs. James J. Whalen had withdrawn from the case.

The covenant upon which the plaintiffs based their case provided that the owners of the 11 houses on the west side of Tracy between Twenty-sixth and Twenty-seventh agreed for themselves, their heirs, successors or assignees not to "deed, lease, will sell, rent or transfer any part of said district to any person of the Negro race or descendent."

The agreement further stated that the owners were not to "suffer or allow any person or persons of Negro race to occupy any portion of part of realty of said district in which they had an interest."

In Force 15 Years

According to the covenant's terms, the restrictions were to remain in force for 15 years, until May, 1936, and at the end of that time would automatically be renewed or extended to another 15 years, until May 1951, unless persons forming a majority of the front feet on Tracy avenue terminated the agreement.

The defendant produced evidence showing that six families living on the west side of Tracy between Twenty-sixth and Twenty-seventh signed an agreement in April, 1936, releasing their property from the restrictions.

These persons were: Mr. and Mrs. Ross Morturano, 2600 Tracy avenue; Mr. and Mrs. Fred S. Minger, 2604 Tracy avenue; Eva M. Perkins, former owner and seller of 2602 Tracy avenue; C. W. Schmidt, 2606 Tracy avenue; Mr. and Mrs. J. J. Whalen, 2608 Tracy avenue and Mr. and Mrs. Fred W. Griffin.

The defendants testimony tended to show that the Negro population had been moving southward since 1921, when the covenant was signed, and that the block on Tracy avenue north of Twenty-sixth street, just north of the property in question, was occupied with one exception by Negroes.

To the contention of the plaintiffs that the property decreased in value because Negroes moved into the block, the defendant's witnesses, W. O. Norman, vice president of the City Bond and Mortgage company; A. G. Nelson and D. Seals, real estate dealers, stated that, on the contrary, a better price was received from Negroes than from the white buyers.

Population Moving South

Defense witnesses who testified that the Negro population was moving steadily southward and eastward were the Rev. D. A. Holmes, chairman of the housing committee of the race relations committee of the Council of Churches; Thomas A. Webster, executive secretary of the Urban League.

From the witness stand, Attorney Johnson stated that before moving into the Tracy avenue home, he "felt out" the sentiment of many of his white neighbors and learned that they were willing and anxious to have Negroes buy their property.

Those who objected, he said, waited until he had moved in before they made it known they were going to attempt to enforce the restriction. "Before I moved in," he said, "my wife and I visited the house and others near it many times in the broad daylight. Everybody could see us. There was no attempt at hiding the fact that we were contemplating moving in and there is no way to mistake us for other than colored people."

The attorney said further that if he were ordered by the court to move, it would be almost impossible to find a desirable house, now unoccupied, in which to live. This testimony was in support of the defense contention that the Negro population, rapidly expanding southward, would naturally move into the Twenty-sixth hundred block. Only 15 houses have been built for Negroes within the last 13 years, the defendants' witnesses testified, showing that Negroes expand their territory by moving in to neighborhoods formerly occupied by whites.

The plaintiffs asked that the deed signed by Eva M. Perkins to Mrs. Carrie Johnson be cancelled; that the judge issue a mandatory injunction against the defendants requiring them to cease the occupancy of 2602 Tracy avenue.

Ford Nelson and Robert Zehrng, attorneys representing the firm, Bowersock, Fizzell and Rhodes, represented the plaintiffs.

Segregation – 1936

New Jersey

Order Race Group To Evacuate Town

HACKENSACK, N. J., Jan. 10.—Police of Leonia, N. J., a surburb, gave a group of nine Race residents until noon Saturday to leave town in order to rid the place of a "sudden influx of strange Negroes of the undesirable type," according to police.

The nine were Samuel Elerby, Clyde Williams, Charles Brown, Ellen Fishar and Jeanette Brown and four others for whom warrants were sworn out but who have been missin gseveral days.

Raids for illegal liquor in two white places in the neighborhood provided the excuse for the warrants.

Segregation - 1936

New York.

PROPOSED LAW WOULD INSURE NEGROES RIGHT TO RENT IN ANY AREA

Harlem Assemblyman Would Kill Jim Crow Policy Which Permits Landlords to Charge Victims Exorbitant Rents

ALBANY, Feb. 6.—Striking boldly at the policy of racial segregation in housing, which forces Negroes in restricted areas and permits extreme exploitation by landlords, Assemblyman William T. Andrews of Harlem has introduced an amendment to the civil rights act intended to abolish this evil.

The custom of restricting Negroes to certain residential sections is held responsible for the large concentration in Harlem. While it has served to pave the way for Negro group unity, the policy also is blamed by many leaders as the chief contributing factor to bad housing conditions leading rent gouging to poor health, immorality and delinquency.

As senior assemblyman from Harlem, Mr. Andrews wants to extend the scope of the civil rights act, which concerns itself primarily with prohibiting discrimination in places of public accommodation, amusement and resorts, to multiple dwellings or portions thereof let or hired for residence.

Asks Rent Reforms.

Assemblyman Andrews is also asking for additional penalties for violations of the multiple dwelling law. In an action for rent or a proceeding to dispossess for non-payment of rent by the tenant into court, pending compliance by the landlord to make certain repairs or furnish certain fixtures.

Mr. Andrews has a concurrent resolution urging the Senate and Assembly to ratify the proposed amendment to the constitution of the United States empowering Congress to limit, regulate and prohibit the labor of persons under 18 years of age.

Other bills of his include an amendment to the Greater New York charter, in relation to proceedinsg for condemnation of unsanitary buildings by the New York City Housing Authority; an amendment to the code of criminal procedure requiring statements to be made by magistrates upon the discharge of certain defendants; and an amendment to the penal law in regard to attendance of children at theatres exhibiting motion pictures.

Both Mr. Andrews and Assemblyman Robert W. Justice of the Nineteenth district are asking for a reduction of the age requirement from 70 to 65 for persons eligible for security against old age want.

HERALD-STATESMAN

FEB 28 1936

Westchester Negroes Campaign Against Race Descrimination

Four residents of Irvington-on-Hudson share in the estate of the late Mason Brayman Starring of New York city, who died on Jan. 31, 1934.

According to the report filed yesterday in the office of the New York State Transfer Tax Appraiser in New York City the estate is valued at $1,316,116.76 gross and $1,068,050 net.

Mason Brayman Starring, Jr., of 76 North Broadway, son of the decedent, receives a legacy of $50,000, the income for life from a $50,000 trust fund, and a remainder interest in a trust fund of $500,000 created for his mother, Mrs. Helen S. Starring of New York City.

His wife, Mrs. Gertrude Lathrop Starring of the above address, receives a legacy of $10,000. Trust funds of $100,000 each are created for the benefit of two grandchildren, Eleanor L. Starring and Mason Brayman Starring, 3rd, both also of 76 North Broadway.

Segregation - 1936

Ohio.

CLEVELAND, O.
PLAIN DEALER

FEB 3 1936

Fight Segregation of Races in Jail

Court action to force discontinuance of segregation of prisoners at County Jail on the basis of color and race will be instituted this week, Chester K. Gillespie, president of the Cleveland branch of the National Association for the Advancement of Colored People, told a large audience yesterday at the literary forum of St. James' A. M. E. Church.

"This is the most pressing problem facing the local branch and will be dealt with immediately," said Gillespie, who was chairman of the meeting.

Sheriff John M. Sulzmann and Chief Deputy Fred C. Alber could not be reached last night for comment.

Charles H. Houston of New York, attorney for the N. A. A. C. P., told of efforts to open universities in the south to Negro students and said the organization was concentrating on trying to obtain equal educational opportunities for Negroes.

"This does not mean that the organization is dropping its campaign to abolish lynching," Houston said. "Education from grammar school up must be available to all Negroes because only by that means can Negroes in the south be made to realize that they are part of the public and entitled to equal rights."

Segregation – 1936

Oklahoma.

The End of Segregation

Refusal of the State Supreme court to permit any further dilatory tactics on the part of the East Side Civic League in the matter of enforcing segregation in Oklahoma City was obvious this week, when application for a new hearing was denied petitioners.

This ends a long-fought battle for property rights in Oklahoma City and showers unending glory upon the State Supreme court. As we said sometime ago in this column the decision is of far more benefit to white people than to black. It reclaims Oklahoma City from hypocrisy and prevents the oath public officials take when they go into office from becoming a hiss and a by-word. Judge Fletcher Riley did far more for white conscience than he did for black property.

So far as the efforts of a few disgruntled whites to provide pacts in which it is agreed not to sell to whites, Negroes should not be concerned. A snake always wiggles quite a while after you have mashed its head. Any white man so foolish as to cloud his title with any such agreement now proposed by the East Side Civic League, should be given enforced residence in the bug-house at Norman.

City's Segregation Law Thrown Out

Black Dispatch

Supreme Court Denies Rehearing Petition

1-11-35

Oklahoma iCty's racial segregation law was definitely knocked out by the state supreme court Tuesday when it denied petitions for rehearing in three cases attacking the ordinance, reaffirming its holding of a few days ago.

When opinions were first handed down, the court held that the zoning law was in violation of the United States Constitution. Tuesday's decision was made in the form of an order and carried no further detailed opinion.

Cases definitely ended by the decision were appeals of Onie Allen against the city, the city against Sidney Hawkins, and the plea of W. D. Lee for a writ of habeas corpus.

Members of the East Side Civic League, led by Phil Daughtery, in face of the supreme court, are still attempting to work out some plan by which property titles can be clouded in the 2nd ward, by holding meetings in which white property owners are invited to enter into agreements not to sell their property to Negroes.

WINDOW GLASS SHATTERED AS DYNAMITE EXPLODES IN EIGHTH STREET PROPERTY PURCHASE

Black Dispatch 9-5-36

Oklahoma City, Okla.

JEFFERSON MOVES INTO PROPERTY THURSDAY; POLICE PROBE CLUES AS TO CULPRITS

White Woman Says Many Homes For Sale To Negroes

Despite the fact that a bomb was placed by parties unknown near the house located at 1615 East Eighth street, and the window glass shattered Tuesday night, Capp Jefferson, pioneer citizen and real estate operator was busy moving into the property Thursday.

"I completed the purchase of the property Wednesday afternoon with the Mager Realty Company," declared Mr. Jefferson, when seen by a Black Dispatch reported Wednesday afternoon. "I will move Thursday without fail, and the only reason why I did not move into the property today was the late hour in the day when I completed the arrangements for purchase."

Jefferson said that he had had the place under consideration for the past 60 days and that 30 days ago he signed a contract, and placed a forfeit in which it was provided that his money would be returned to him if there was any restrictions in the block preventing Negroes from buying there.

There follows the clause with which Jefferson sought to protect himself:

"It is understood that if there are any restrictions in this block against selling to persons of African descent, party of the first part is to return the deposit.."

The property in question sold for $2000 according to the contract which Jefferson also exhibited.

"It will take a lot more than one bomb to scare me away," Jefferson said. "I have been living in a little house at 519 North Idaho avenue and this place on Eighth street was the only decent place I could find for my family. I realize and regret that at the border line where the two races meet there are citizens who believe in the use of bombs and dynamite."

The bombing did little damage to the house beyond shattering two windows. It also broke two windows in a duplex just west of No. 1615, and two in a frame house on the east.

Evidently a small dynamite bomb was used. In the yard neighbors found a tattered gunny sack and about 18 inches of dynamite fuse. Lee Arthur Brown, an employee of Jefferson's, was sleeping in the front room of the house when the bomb exploded. Brown's wife also was asleep in the house. They said the explosion shook the house and that friends living as far away as NE. Eleventh street told them they felt the shock.

Mrs. W. J. Black, white, of 1601 NE. Eighth street said she considered expansion of the Negro district "inevitable" and had been trying for some time to sell her home, where she has lived for more than fifteen years.

"I understand several other white homes on the north side of the block are for sale to Negroes. Four of the six homes on the south side of the street are occupied by Negroes."

The explosion was described by O. A. Barkley, who lives at the rear of 1617 NE. Eighth street. He said about 11:30 p.m. he heard a noise which sounded as if someone had thrown a handful of gravel against the side of his house.

"When I went out to investigate I saw smoke coming out of the windows of the house at 1615. Later we found the fuse and the gunny sack."